



SATURN V PROGRAM DIRECTIVE

SATURN V PROGRAM DIRECTIVE NUMBER: 11 ORIGINAL ISSUE DATE: August 18, 1965
 REVISION NUMBER: _____ DATE OF REVISION: _____
 SUBJECT: TECHNICAL DIRECTION AND CHANGE ORDERS TO SATURN V CONTRACTS

I. PURPOSE

This instruction establishes the policies and procedures to be followed in the preparation, issuance and control of Technical Directives and Change Orders to Saturn V Contracts.

II. TECHNICAL DIRECTION

A. Policy

1. The award of a contract for a Saturn V Program requirement does not conclude our responsibilities. Satisfactory fulfillment of program responsibilities depends greatly upon the incorporation and proper use of contract rights given to the Project Manager to effectively monitor the contract and to provide adequate technical direction to the contractor. A technical directive is not intended for nor does it authorize:
 - a. The addition or deletion of items.
 - b. Changes in quantities.
 - c. Amending delivery schedules.
 - d. Changing the expressed terms, conditions or specifications incorporated into the contract.

2. Technical Directive

A written directive by the Project Manager to a contractor, under a cost-reimbursable type R&D contract, which fills in previously unspecified details of the technical requirements, shifts emphasis between work areas or tasks, or requires the pursuit or cessation of certain approaches or lines of inquiry; approves technical reports, drawings, specifications and other technical data; and provides guidance, advice, definitions, and other information which assists in the interpretation of drawings, specifications, or other technical aspects of the work description. A Technical Directive:

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II.A.2. (Continued)

- a. Must be consistent with scope of work as set forth in the contract;
- b. Shall not constitute new assignment of work, change quantities, delete items, or change the expressed terms, conditions, or obligations incorporated into the contract;
- c. Shall not constitute a basis for any increase or decrease in the contract fee, or extension to or acceleration of the contract delivery schedule.

B. Initiation of Technical Directives

- 1. In every case, a technical directive issued to the contractor must be signed by the Project Manager or his designated representative.
- 2. The Technical Direction Form (Attachment 1) has been designed to provide for issuance of technical directives on an emergency or routine basis and provides for preparation of a technical directive in five copies, with distribution as follows:
 - a. Contractor-original and acknowledgment copy.
 - b. Project Manager - copy.
 - c. Contracting Officer - copy.
 - d. Resident Project Manager - copy.
- 3. Care should be exercised to assure that the necessary distribution of copies is made in all instances of use. All technical directives shall be routed through the Resident Project Manager to the contractor.

C. Processing of Exceptions Taken by the Contractor

- 1. In the event the contractor takes technical exception to any directive and the Project Manager's review indicates the exception to be justified, the Project Manager will prepare a superseding technical directive. The superseding technical directive will contain a specific reference to the directive being amended or rescinded.
- 2. In the event the contractor expresses a requirement for an increase in the contract fee, extension to the contract delivery schedule or otherwise questions the contractual authority of the technical directive, the Project Manager shall review

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II.C.2, (Continued)

the circumstances and take action as follows:

- a. Where the Project Manager agrees that the issued direction is beyond the authority of the Technical Direction Article, he will rescind the Technical Directive and may initiate an appropriate change request.
- b. Where the Project Manager confirms that the issued direction is within the Technical Direction Article, he will prepare and forward a recommendation to the Contracting Officer for proper disposition. If the Contracting Officer determines that the issued direction is beyond the authority of the Technical Direction Article, he will return the recommendation with an appropriate endorsement to the Project Manager who will rescind the technical directive and may initiate an appropriate change request.
3. When the Project Manager becomes aware of the contractor's non-compliance or non-adherence with the technical directive, and all the conditions included therein, he shall advise the Contracting Officer.
4. Where rescinding action is required, a new technical directive will be issued which shall be identically numbered to the technical directive being rescinded. The number shall be followed by the word "Rescission", e.g., Technical Directive No. 1 (Rescission). The body of the technical directive shall state "Technical Directive No. _____ Dated _____ is hereby rescinded". Distribution will be identical to that of the technical directive being rescinded.

D. Control of Technical Directives

The Project Manager will be responsible for the maintenance and availability of files and records of technical directives, acknowledgment of receipt, and related correspondence and documentation.

III. CHANGE ORDERS

A. Policy

1. Instructions to a contractor which must be issued by a Contracting Officer are those which:
 - a. Affect the contract terms, conditions, or obligations;
 - b. Authorize the contractor to proceed with new work;

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III.A.1. (Continued)

- c. Direct delivery of contract end items or components prior to completion.
- 2. Requests for change orders will be issued by the Project Manager to the Contracting Officer and shall, as applicable, cover:
 - a. Identification of change (title of change; system, subsystems, or hardware affected; and reason for change);
 - b. His personal evaluation as to in-scope versus out-scope and basis therefor;
 - c. Reference to pertinent previous correspondence (letters, directives, contract change proposals, etc.);
 - d. Design review status (current approach);
 - e. Control drawing number applicable to change;
 - f. Effectivity (date and specific stages, engines, IU's, Vehicle GSE, etc.);
 - g. Estimated cost by fiscal year;
 - h. Criticality of change (including schedule impact);
 - i. Impact on facility requirements.
- 3. Whenever it is probable that a proposed change will increase the estimated cost of the contract, the Project Manager will initiate a procurement request to provide the additional funds, or take appropriate action to provide additional incremental funding, as necessary. However, this action may be subsequent to the request for a change requiring emergency execution.
- 4. Specification amendments, waivers and deviations shall be formally approved by the Contracting Officer, based upon authorization of the Project Manager of Resident Project Manager.

IV. This directive becomes effective upon incorporation of the special contract clause in the various Saturn V Contracts (Attachment 2).

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V. AUTHORITY

Industrial Operations Management Instruction, I-1-8, August 10, 1965.

For James T. Murphy
Arthur Rudolph
Manager, Saturn V Program

2 Encl:
a/s

Distribution:

C (Through Branch Level)

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
Huntsville, Alabama

TO: _____
(Contractor)

CONTRACT NO. _____

TECHNICAL DIRECTIVE NO. _____

(Address)

DATE _____

TECHNICAL DIRECTIVE

Pursuant to Article _____ of the Schedule entitled "TECHNICAL DIRECTIVES",
and subject to the conditions on the reverse hereof, you are hereby directed as
follows:

SIGNED _____

TITLE _____

Copies to: Contracting Officer
Project Manager
Resident Project Manager

NOTE: Contractor will sign on reverse
side and return the signed copy
to Contracting Officer.

ENCLOSURE #1

(CONDITIONS FOR REVERSE OF "TECHNICAL DIRECTIVE" FORM)

THIS DIRECTION IS CONSISTENT WITH THE GENERAL SCOPE OF WORK SET FORTH IN THIS CONTRACT, DOES NOT CONSTITUTE NEW ASSIGNMENT OF WORK OR A CHANGE TO THE EXPRESSED TERMS, CONDITIONS OR SPECIFICATIONS INCORPORATED INTO THE CONTRACT, AND DOES NOT CONSTITUTE A BASIS FOR ANY INCREASE IN THE CONTRACT FEE OR EXTENSION TO THE CONTRACT DELIVERY SCHEDULE.

IN THE EVENT OF ANY EXCEPTION, DO NOT PROCEED WITH THIS DIRECTIVE BUT NOTIFY THE CONTRACTING OFFICER WITHIN FIVE (5) WORKING DAYS OF RECEIPT. FAILURE TO NOTIFY THE CONTRACTING OFFICER WITHIN THE STATED TIME WILL CONSTITUTE ACCEPTANCE BY THE CONTRACTOR OF THE TECHNICAL DIRECTIVE AND ALL CONDITIONS PERTAINING TO ITS ISSUANCE.

THIS TECHNICAL DIRECTIVE DOES NOT INCREASE OR OBLIGATE ANY ADDITIONAL FUNDS FOR PERFORMANCE OF THE CONTRACT SCOPE OF WORK, THEREFORE, NOTHING CONTAINED HEREIN AUTHORIZED YOUR INCURRENCE OF COSTS IN EXCESS OF THAT PRESENTLY AUTHORIZED BY THE CLAUSE OF THIS CONTRACT ENTITLED "LIMITATIONS OF GOVERNMENT'S OBLIGATION", OR "LIMITATION OF COST", AS APPLICABLE.

RECEIPT OF THIS TECHNICAL DIRECTIVE IS
HEREBY ACKNOWLEDGED WITHOUT EXCEPTION
TO CONTENT:

SIGNED _____
(Name and Title)

FOR _____
(Contractor)

CONTRACT CLAUSE

TECHNICAL DIRECTIVES

1. Performance of work under this contract is subject to the review and direction of the Contracting Officer or his duly authorized representative. Pursuant to this authority, the Contracting Officer, Project Manager, or Resident Project Manager, may issue technical directives within the scope of the contract statement of work without notice to sureties, if any, for the purpose of:
 - a. Filling in previously unspecified details of the technical requirement;
 - b. Shifting emphasis between work areas or tasks, or requiring the pursuit or cessation of certain approaches or lines of inquiry;
 - c. Approving technical reports, drawings, specifications and other technical data;
 - d. Providing guidance, advice, definitions, and other information which assists in the interpretation of drawings, specifications or other technical aspects of the work description.
2. Directives which have an impact on the total contract costs or which have the effect of relieving the contractor of responsibilities for which he has contracted, will not be issued under this contract clause. Such directives will be issued by the Contracting Officer under other provisions of this contract. Technical directives will be issued in writing by the Contracting Officer, Project Manager, or Resident Project Manager.
3. The contractor will promptly acknowledge in writing to the Contracting Officer the receipt of all technical directives and will comply with all such technical directives in accordance with their terms. However, if the contractor deems that acceptance of a particular technical directive would change any contract provision, including stated technical, schedule, cost, incentive or other contract provisions, or effects any other change which would, if directed by the Contracting Officer under any other provision of this contract, create a right to an equitable adjustment on the part of either of the contracting parties

CONTRACT CLAUSE
(Continued)

or if the contractor takes technical exception to a technical directive or questions its contractual authority, he will so notify the Contracting Officer in writing within five (5) working days after receipt of the technical directive. If the Contracting Officer agrees with the contractor's finding, he will, within ten (10) working days, either ratify the technical directive by issuance of an appropriate contract modification, or rescind the Technical Directive. If the Contracting Officer determines that the technical directive is valid and appropriate as originally issued, he will so notify the contractor in writing within ten (10) working days, and the contractor will proceed with the work thereunder.

4. Failure of the contracting parties to agree hereunder shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".